

ANNEX TWO  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
JOHN C. STENNIS SPACE CENTER  
AND STRATOLAUNCH RESEARCH, INCORPORATED  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. SSAA-1053-0139

**ARTICLE 1. PURPOSE**

This Annex shall be for the purpose of the National Aeronautics and Space Administration (NASA) John C. Stennis Space Center (SSC) and onsite contractors providing support to the Partner, Stratolaunch's, testing of its propulsion system test article element 2 at the E1 facility. Under this Annex, Stratolaunch will provide the test article hardware and participate in all aspects of design and testing activities here at SSC.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the National Aeronautics and Space Act (51 U.S.C. § 20113(e)).

**ARTICLE 2. RESPONSIBILITIES**

**A. NASA SSC will use reasonable efforts to:**

1. Provide test engineering and operations services for the execution of the test article element 2 test campaign;
2. Provide E1 facility utilization on a non-exclusive basis; and
3. Provide contractor support and propellant deliveries to support the effort.

**B. Partner will use reasonable efforts to:**

1. Provide all reimbursable funding in advance of work being performed;
2. Provide the test hardware;
3. Participate in all project, facility, test operations reviews and decisions; and
4. Identify schedule flexibility and pre-coordination with the NASA's Point of Contact (POC).

**ARTICLE 3. SCHEDULE AND MILESTONES**

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

Authority to Proceed (ATP)	Upon Agreement execution and initial fund transfer
Test facility design, modifications, checkouts complete	7/1/2019
Annex Two testing complete	5/3/2020

#### ARTICLE 4. FINANCIAL OBLIGATIONS

A. Partner agrees to reimburse NASA an estimated cost of \$6,950,000 for NASA to carry out its responsibilities under this Annex. This estimated cost assessment value has a wide range of variability based on scope adjustments, site synergy, and actual work performance efficiency. The following funding schedule is planned for this Annex. The POCs as listed in Article 8 will adjust the payment schedule as required based on monthly financial reports and actual work scope performed.

1. ATP: Planning and initial design activities	\$100,000
2. 8/31/2018: Design activities and procurements	\$800,000
3. 12/15/2018: Fabrication and modifications initiated	\$2,429,000
4. 7/1/2019: Operations	\$3,621,000

Each payment shall be marked with "NASA Stennis Space Center, SSAA-1053-0139, Annex Two".

B. NASA will not provide services or incur costs beyond the current funding. Although NASA has made a good faith effort to accurately estimate its costs, it is understood that NASA provides no assurance that the proposed effort under this Annex will be accomplished for the estimated amount. Should the effort cost more than the estimate, Partner will be advised by NASA as soon as possible. Partner shall pay all costs incurred and have the option of canceling the remaining effort, or providing additional funding in order to continue the proposed effort under the revised estimate. Should this Annex be terminated, or the effort completed at a cost less than the agreed-to estimated cost, NASA shall account for any unspent funds within 180 days after completion of all effort under this Annex, and promptly thereafter, at Partner's option return any unspent funds to Partner or apply any such unspent funds to other activities under the Umbrella Agreement.

#### ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of five years.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below

may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data: The Disclosing Party's Background Data, if any, will be identified in a separate technical document.
2. Third Party Proprietary Data: The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.
3. Controlled Government Data: The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.
4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement: None

#### ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below and shall remain in effect until the completion of all obligations of both Parties hereto, or four (4) years from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

#### ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 8. MANAGEMENT POINTS OF CONTACT

The following personnel are designated as the Management Points of Contact between the Parties in the performance of this Annex.

##### Management Points of Contact:

###### NASA Stennis Space Center

Kevin Power  
NASA Project Management  
Mail Stop: EA40  
Stennis Space Center, MS 39529  
Phone: (228) 688-1409  
Fax: (228) 688-1208  
Email: kevin.p.power@nasa.gov

###### Stratolaunch Research, Inc.

Jeff Thornburg  
Vice President of Propulsion Engineering  
505 Fifth Ave Street  
Suite 550  
Seattle, WA 98104-3821  
Phone: (206) 573-2012  
Mobile: (661) 609-7325  
Email: Jeff.Thornburg@stratolaunch.com

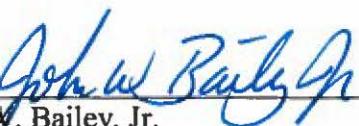
### ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.

### ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND  
SPACE ADMINISTRATION  
JOHN C. STENNIS SPACE CENTER

BY:   
John W. Bailey, Jr.  
Director  
Engineering and Test Directorate

DATE: 5/9/18

STRATOLAUNCH RESEARCH,  
INCORPORATED

BY:   
Brian Morse  
Senior VP of Operations

DATE: 5/11/18